# VESTING AGREEMENT

**PROJECT:** Colchester Garrison

**SUBCONTRACT DOCUMENTS:** June 2004

**MATERIALS STORED OFF SITE:** Plantroom equipment as per Appendix 1

## CERTIFICATE OF VESTING

A In accordance with your instruction we are holding in store at Cannock, the materials listed and detailed in Appendix 1 of this Certificate to the value of **£[ ]** and in consideration of the gross payment of **£[ ]**, we agree that the property of the materials will be vested in the name:

**Britspace Modular Buildings Ltd**

**Unicorn House**

**Broad Lane**

**Gilberdyke**

**HU15 2TS**

We further agree to accept full responsibility for the safe custody of the materials and undertake to delivery to site the same as and when required.

B It is also confirmed that:

1. We are the legal holders of the full title to the goods and all associated components herein described and documentary evidence of this title is contained in Appendix 2 of this Certificate.
2. Whilst the materials are in our custody they will be covered by our insurance of their full reinstatement value in your name, against loss or damage howsoever arising from the date hereof until the date the materials are delivered to yourselves at the site. Copies of the appropriate insurances are included in Appendix 3 of this Certificate.
3. Our existing Public Liability Policy will be endorsed to indemnify against any claim in respect of injury or damage to any persons or property arising out of the storage in our stores area indicated above, or in transport of the materials to site.
4. Whilst the materials are in our custody they will be stored separately and clearly marked the property of Britspace Modular Buildings Ltd, for use on the construction project at Colchester Garrison – Volumetric Works, indicating that the property in the same has passed to yourselves subject to the conditions noted above.

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

POSITION: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­\_DIRECTOR\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of \_\_\_\_\_\_\_\_\_\_CPL LTD\_\_\_\_\_

Dated: ­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

### APPENDIX 1

#### Details Of Materials Off Site

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| Ref | Description | Identifying Mark | Quantity | Unit | Cost | Total | 98% |
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### APPENDIX 2

#### Proof Of Title

### APPENDIX 3

#### Insurance Documentation